

Prepared By and Return To:
Evan R. Bachove, Esq.
FIELDS & BACHOVE, PLLC
4440 PGA Boulevard, Suite 308
Palm Beach Gardens, FL 33410

**CERTIFICATE OF RECORDING AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF JUPITER LAKES VILLAS CONDOMINIUM I**

WHEREAS, the Declaration of Condominium of Jupiter Lakes Villas Condominium I was recorded in Official Records Book 3095, Page 416, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration");

WHEREAS, the Declaration has been amended and provides for further amendments, as set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows (*new language is underlined; deleted language is struck through*):

1. It is hereby certified that the attached Amended and Restated Declaration of Condominium of Jupiter Lakes Villas Condominium I was approved by an affirmative vote of a majority of the members' votes cast at a special membership meeting on May 20, 2026 at which a quorum was present, pursuant to Article XIII of the Declaration.

2. Said Amended and Restated Declaration of Condominium of Jupiter Lakes Villas Condominium I is hereby filed and recorded in the Public Records of Palm Beach County, Florida and shall replace and supersede all prior versions of the Declaration. Said Amended and Restated Declaration of Condominium of Jupiter Lakes Villas Condominium I shall run with the real property subject to the Declaration, and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner and occupant thereof, subject to any amendments recorded hereafter. (*Note: Some exhibits to the original Declaration of Condominium of Jupiter Lakes Villas Condominium I are not included herein, but shall remain in full force and effect unless otherwise stated or provided herein*).

JUPITER LAKES VILLAS CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

Ellen Hewlett
Witness #1 Signature

Ellen Hewlett
Witness #1 Printed Name

431 Jupiter Lakes Blvd 212313
Witness #1 Address

[Signature]
Witness #2 Signature

Jacqueline Astinelli
Witness #2 Printed Name

431 Jup. Lakes Blvd 21221
Witness #2 Address

By: [Signature]
Print Name: JAMES SQUIRES, President

STATE OF Florida
COUNTY OF BALM BEACH

The foregoing instrument was acknowledged before me this 29 day of May, 2026, by James Squires as President of Jupiter Lakes Villas Condominium Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation, who is [☒] personally known to me or [] has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Physical Presence: x

OR

Online Notarization: _____

[Signature]
Notary Public
Printed Name Cyndi Petkev
State of Florida

My Commission Expires:



CYNDI BARDASH PETKEV
Commission # HH 471495
Expires December 30, 2027

JUPITER LAKES VILLAS
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit corporation

Ellen Henkel
Witness #1 Signature

Ellen Henkel
Witness #1 Printed Name

431 Jupiter Pkwy Ste 2123
Witness #1 Address

Jacqueline Agostinelli
Witness #2 Signature

Jacqueline Agostinelli
Witness #2 Printed Name

431 Jupiter Blvd 2123
Witness #2 Address

Attest: Ann Sargent

Print Name: Ann Sargent, Secretary

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29 day of May, 2026, by Ann Sargent as Secretary of Jupiter Lakes Villas Condominium Association, Inc., a Florida Not For Profit Corporation, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Physical Presence: x

OR

Online Notarization: _____

Cyndi Petlev
Notary Public
Printed Name
State of Florida

My Commission Expires:



CYNDI BARDASH PETLEV
Commission # HH 471495
Expires December 30, 2027

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
JUPITER LAKES VILLAS CONDOMINIUM I,
a Condominium

~~MADE this 10th day of July, 1979, by JUPITER LAKES VILLAS, INC., a Florida Corporation, called "Developer" for itself, its successors, grantees and assigns.~~

~~WHEREIN the Developer makes the following Declarations:~~

ARTICLE I
PURPOSE

The purpose of this Amended and Restated Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called "the Condominium Act."

A. Name and Address. The name by which this condominium is to be identified is JUPITER LAKES VILLAS CONDOMINIUM I, a Condominium, and its address is 431 Jupiter Lakes Boulevard, Jupiter, Florida 33458.

B. The Land. The lands ~~owned by Developer~~, which by this instrument are submitted to the condominium form of ownership, lying in Palm Beach County, Florida, are described on ~~Schedule~~ Exhibit "A" attached to and made a part hereof, which lands are called "the land."

ARTICLE II
DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

A. Approval or Consent. Whenever approval or consent is required of any person or entity, that approval shall not be unreasonably withheld.

B. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit and unit owner.

C. Association means JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., as amended from time to time, and its successors.

D. Bylaws means Bylaws of the Association and of the Condominium.

E. Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium and any land and other property acquired by the Association for the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

F. Common Expenses include:

1. expenses of administration, insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of units to be maintained by the Association, and the central landscaping sprinkling system.
2. expenditures or amounts of assessment by the Association for payment of costs that are the responsibility of a unit owner including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.
3. expenses declared common expenses by provisions of this Declaration or the Bylaws.
4. any valid charge against the condominium property as a whole.

G. Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

H. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

I. Condominium Parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

J. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

K. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

L. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which, from time to time is assessed against the unit owner.

M. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, water, garbage and sewage disposal.

N. Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

ARTICLE III **DEVELOPMENT PLAN**

A. Survey. A survey of the land, showing the improvements thereon, is attached hereto as Exhibit "A."

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefor prepared by J. Efrain Arguelles, North Palm Beach, Florida, ~~a portion of which plans are attached hereto as Exhibit "A."~~

C. Access Easement. There shall an easement for access over and across the driveways and roadways located in JUPITER LAKES VILLAS CONDOMINIUM I and JUPITER LAKES VILLAS CONDOMINIUM II which shall be for the purpose of providing a means of ingress and egress to all of the unit owners, their guests and mortgagees, ~~of JUPITER LAKES VILLAS CONDOMINIUM II, which is proposed to be constructed in the future lands east of JUPITER LAKES VILLAS CONDOMINIUM I.~~

D. ~~Amendment of Plans.~~

~~1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If the Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one unit is concerned, the~~

~~Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.~~

~~2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.~~

ED. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, these easements through a unit shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements.

EE. Easement for Unintentional and Non-negligent Encroachments. In the event that any apartment shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment owner or owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment, then an easement shall exist for so long as such encroachment shall naturally exist.

EF. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units, such as the roads, roadways, walks and landscaped areas.

EG. Limited Common Elements. The parking spaces to be assigned pursuant to Article IV, Item E, shall be limited common elements.

IH. Improvements – General Description.

1. Apartment Buildings. The condominium consists of thirteen (13) single-story buildings. Each building contains four (4) units. The total number of units in this condominium is fifty-two (52).

2. Floor Plans. The condominium will contain four (4) separate model floor plans designated A, B, C and D. ~~Attached exhibits reflect the exact layout and dimensions of each floor plan.~~ Model A consists of three (3) bedrooms and two (2) bathrooms. Model B consists of two (2) bedrooms and one (1) bathroom. Model C consists of one (1) bedroom and one (1) bathroom. Model D consists of two (2) bedrooms and two (2) bathrooms. There are also

two (2) separate building designations shown as "Building A" and "Building B." Building A contains one (1) of each floor plan model, whereas Building B contains all Model D floor plans. ~~Attached hereto as Exhibit "B" is a list of the unit numbers and the corresponding building designation and model designation.~~ Also shown is the undivided share in common elements and common surplus appurtenant to each unit.

3. Other Improvements. The condominium includes landscaped areas, driveways, roadways and parking areas substantially as shown upon the exhibits attached hereto and which improvements are part of the common elements.

J. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundaries. The upper boundaries of the unit shall be the horizontal plane of the undecorated ceiling.

b. Lower Boundaries. The lower boundaries of the unit shall be the horizontal plane of the undecorated finished floor.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

ARTICLE IV

THE UNITS

The Units. The units of the condominium are apartments and are described more particularly and the rights and obligations of their owners established as follows:

A. Typical Unit Plans. There are four typical unit floor plans, A, B, C and D, ~~and reference should be made to the attached exhibits for correct details and dimensions of each floor plan model and unit.~~

B. Unit Numbers. The units are numbered as shown on Exhibit "A," attached hereto.

C. Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

1. Ownership of Common Elements and Common Surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each of the fifty-two (52) units shall be one-fifty-second (1/52), so that the percentage shares in the common elements and common surplus for the fifty-two (52) units total one hundred percent (100%).

2. Use of Common Elements. Use of the common elements in common with other unit owners in the manner elsewhere described.

3. Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

D. Liability for Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

E. Automobile Parking Spaces. The common elements include parking areas for automobiles of unit owners. Two (2) parking spaces will be assigned ~~by the Developer~~ to each unit owner. ~~Such assignment shall be at the exclusive direction of the Developer.~~ The assigned parking spaces shall be considered limited common elements and, ~~after assignment by the Developer,~~ shall be appurtenant to the unit to which assigned.

ARTICLE V **MAINTENANCE**

Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

A. Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. all boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of an apartment building, which portions to be maintained shall include but not be limited to outside walls of apartment buildings and all fixtures on their exteriors, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls.

b. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

c. all incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association.

d. provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

a. to maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall include all maintenance, repair and replacement of all windows and doors, as well as any pipes, conduits and fixtures that serve only that owner's unit. This shall be done without disturbing the rights of other unit owners.

b. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. The unit owner shall at all times maintain a working air conditioner and operate it so as to avoid mold in the Unit. The Board of Directors shall have the right to access any Unit at reasonable times to confirm that the electricity is on and the air conditioner is operational. In the event that the electricity is turned off or the air conditioner is not operational, the Association shall have the right, but not the obligation, to take all necessary steps to have the electricity turned on and/or make the air conditioner operational. To the extent that the Association incurs any costs, including payment of the electric bill, then the owner shall reimburse the Association for same, and said costs shall be treated like an assessment and collectible in the same manner as an assessment under this Declaration and/or Florida law, as amended from time to time.

c. not to paint or otherwise decorate or change the appearance of any portion of the exterior of the unit or apartment building.

d. to report promptly to the Association any defect or need for repairs for which the Association is responsible.

e. to maintain, replace and repair the fence surrounding the front and rear entry ways to each unit, together with the sidewalk, slab and landscaped area lying within said fenced area.

f. to maintain, replace and repair any screened enclosure or shutters erected in accordance with other provisions contained within this Declaration.

3. Alteration and Improvement. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will materially change the appearance of any portion of the exterior of an apartment building, the change in appearance shall be approved also, either by written consent or by a vote at a meeting, by at least a majority of the owners who cast a vote, as long as at least thirty percent (30%) of the total owners cast a vote ~~the owners of 75 percent (75%) of the common elements at a meeting of unit owners called for that purpose.~~ A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements, including the assigned parking spaces, shall be the responsibility of the Association and the cost shall be a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no material alterations nor ~~further~~ substantial improvements of the common elements or acquisition of additional common elements without prior approval, either by written consent or by a vote at a meeting, in writing by at least a majority of the owners who cast a vote, as long as at least thirty percent (30%) of the total owners cast a vote ~~of not less than 75 percent of the common elements, except as provided by the By-Laws.~~ Any such material alteration or substantial improvement shall not interfere with the rights of any unit owners without their consent. Any non-material alterations and non-substantial additions to the common elements may be completed with the approval of the Board of Directors. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquired its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common element bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

A unit owner may, after written application to and written approval from the Board of Directors, erect a screen enclosure within the fenced patio area outside the rear entry way to their unit, subject to the following restrictions:

- (1) The enclosure must be composed of a bronze-colored aluminum structural framework.
- (2) The screening must be charcoal in color.
- (3) The maximum height of said screen enclosure must not exceed the height of the fascia on the overhang over the door to the rear patio area. A footing must be constructed in accordance with the standard building codes and except for the footing requirements the remainder of the rear patio area must remain the same as in the specifications contained in this Declaration including but not limited to those provisions specifically providing these provisions specifically providing for the retention of the permeable garden, flower bed, or grassy area in the rear patio.
- (4) The enclosure must have only one screened ~~exist~~ door from the enclosed area.
- (5) The Board of Directors is empowered to promulgate such other reasonable regulations and requirements in connection with the construction and appearance of the enclosure as the Board deems advisable.

3. Submission of Land to Condominium. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Palm Beach County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

4. Disposition of Land. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75 percent of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

5. Disposition of Personal Property. Any personal property, acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

ARTICLE VI

ASSESSMENTS

Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him.

B. Interest; Late Fees; Application of Payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest ~~at the rate of ten percent per annum~~ from the date when due until paid at the highest rate available under the Condominium Act, as amended from time to time. ~~In addition to interest, the Association shall be entitled to charge a late fee for any late payments in the maximum amount permitted by the Condominium Act, as amended from time to time.~~ All payments upon account shall be applied in accordance with the Condominium Act, as amended from time to time ~~first to interest and then to the assessment payment first due.~~

C. Lien for Assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees and costs, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien. As to any first mortgages of record, the lien shall be effective from and after the recording of a claim of lien in the Public Records of Palm Beach County, Florida. ~~As to all others, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium (i.e., July 10, 1979).~~

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

~~E. Developer's Guarantee. Developer guarantees that the assessment for common expenses of the condominium imposed upon the unit owners by the Association will not exceed Twenty-five Dollars (\$25.00) per month for a period of twelve (12) months from the date of the recording of this Declaration of Condominium in the Public Records of Palm Beach County, Florida, or until such earlier date as the Developer elects to pay regular monthly maintenance assessments for common expenses. Developer obligates itself and agrees to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from the individual unit owners.~~

~~FE.~~ Assessments Pending Foreclosure. When the mortgagee of a first mortgage of record ~~or other purchaser of a unit~~ obtains title to the unit as a result of foreclosure of the first

mortgage or as a result of a deed given in lieu of foreclosure, such ~~acquirer of title mortgagee~~, his successors and assigns, shall only be liable to pay to the Association the amount that is required by the Condominium Act, as amended from time to time ~~not be liable for the share of common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure until said apartment is either sold or leased by the first mortgage holder. Any third party acquiring title to a unit at a judicial or foreclosure sale or by deed in lieu of foreclosure shall be jointly and severally liable with the previous owner for all unpaid assessments and other charges, including but not limited to, interest, late fees, attorney's fees, administrative fees and costs, that came due up to the time of transfer of title. Such~~ Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

F. Individual Assessments. In the event that a unit owner fails to maintain or make a necessary repair or replacement in his/her/its unit (in the sole reasonable discretion of the Board of Directors), or takes any action or fails to act which creates any nuisance or hazardous condition, then the Association, after reasonable notice to the unit owner, shall have the right to enter the unit to repair, maintain and/or restore the unit. In case of any emergency originating in or threatening any Unit regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Unit, if required by the Association, shall deposit under the control of the Association a key to such Unit. To the extent that any emergency repairs are made by the Association which are the responsibility of the owner, or to the extent that the Association makes any correction, repair, maintenance or restoration of a unit after the owner fails to do so, as provided for in this section, then the owner shall pay all costs associated with same or reimburse the Association for same, and said costs shall be treated like an assessment and collectible in the same manner as an assessment under this Declaration and/or Florida law, as amended from time to time.

ARTICLE VII

ASSOCIATION

Association. The operation of the condominium shall be by JUPITER LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association.

B. The Bylaws of the Association shall be the Bylaws of the condominium.

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint upon Assignment of Shares in Assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

E. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE VIII

INSURANCE

Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

A. Purchase; Named Insured; Custody and Payment of Policies.

1. Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida, ~~and the insurance agent placing such insurance must have its principal place of business in Palm Beach, Dade or Broward County, Florida. The institutional first mortgagee holding the highest number of apartment unit mortgages in the condominium shall have the right to approve casualty insurance coverages, insurance policies, the amounts thereof, the company providing insurance, the insurance agent and the designation of the insurance trustee.~~

2. Named Insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners which may request same. Unit owners may obtain insurance

coverage at their own expense upon their personal property and for their personal liability and living expense.

3. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvements. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford protection against:

- a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and,
- b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but limited to windstorm, water damage, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to:

- (1) subrogation against the Association and against the unit owners individually and as a group;
- (2) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- (3) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

2. Public Liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired

automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's Compensation Policy to meet the requirements of law.

4. Such Other Insurance as the board of directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner, shall be assessed against and paid by that owner. ~~The Developer shall pay the first year's premium, beginning with the issuance of the final certificate of occupancy.~~

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to ~~such bank in Florida with trust powers as may be designated as an insurance trustee, if any, that may be designated~~ by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee, ~~if any~~, shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

1. Unit Owners - an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

2. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Benefit of Mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagees of a unit and may be enforced by that mortgagee.

ARTICLE IX

RECONSTRUCTION AND/OR REPAIR AFTER CASUALTY

A. Determination Whether to Reconstruct and Repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser Damage. If units to which 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

2. Major Damage. If units to which more than 50 percent of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(a) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(b) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(c) If the reconstruction and repair is approved at the meeting by owners of 75 percent of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(d) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(e) The expense of this determination shall be assessed against all unit owners as a common expense.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

1. Date and cause of damage.
2. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

3. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated cost of reconstruction and repair.
4. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.
5. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.
6. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

C. Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, Alteration and Improvement."

D. Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, ~~portions of which are attached as exhibits~~; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75 percent of the common elements, including the owners of all units the plans for which are to be altered.

E. Assessments; Determination of Sufficiency of Funds.

1. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at

any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

2. Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000.00, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

F. Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of casualty, shall be disbursed in the following manner and order:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made for payment.

2. Termination of the Condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

3. Reconstruction and Repair of Damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

a. By Association - damages of \$10,000.00 or less. If the estimated cost of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000.00, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000.00 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

b. By Association - damage of more than \$10,000.00. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.00, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

c. By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon the unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

4. Reliance upon Certificates. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating:

a. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

b. Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.

c. That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

d. The names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

5. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

a. When the report of damage shows that the damaged property includes structural parts of a building.

b. When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$10,000.00.

c. If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

G. Benefits of Mortgagees. Certain provisions in this section entitled "Reconstruction and/or Repair after Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

ARTICLE X

USE RESTRICTIONS

Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

A. Units. Each of the units shall be occupied only by one family, its servants and guests, as a residence and for no other purpose. No owner, tenant or occupant may operate any business from a Unit, the common elements or limited common elements, unless prior approval from the Board has been obtained; provided, however, that home-based businesses which do not impact the residential character of the Condominium (e.g., no visits by clients, customers, employees, or excessive deliveries or traffic) shall be permitted. These prohibitions include, but are not limited to, businesses that make noise, make a mess in the common areas, create an inordinate amount of trash, utilize large amounts of water, or have frequent visitors.

B. Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

C. Nuisances. No nuisances or eyesores shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

D. Pets. ~~Pets shall be restricted to small domestic birds or fish or one (1) cat or one (1) dog, the weight of which shall not exceed twenty-five (25) pounds. As of the effective date of this Amended and Restated Declaration, all owners and tenants must register their dog(s) or cat(s) by completing a pet registration form provided by the Association. Any owner or tenant wishing to obtain a dog or cat after the effective date of this Amended and Restated Declaration must submit the registration form to the Board for approval prior to bringing the dog or cat onto the Condominium property. Dogs labeled as aggressive or dangerous breeds by Palm Beach County, as amended from time to time, are not allowed in any unit or on Condominium Property.~~ Pets shall be on a leash at all times ~~and shall not be walked on grass other than immediately surrounding the owner's courtyard.~~ The owner of each pet shall be required to clean up after the pet in order to properly maintain the common areas. If after receipt of written notice by the Association that the owner's pet is violating the provisions of this paragraph, the owner does not correct such violation, the Association shall have the right to impose finest in the maximum amount permitted under the Condominium Act, as amended from time to time ~~a fine of Fifty Dollars (\$50.00) on said unit owner. The Fifty Dollars (\$50.00) shall be deposited to the general maintenance account of the Association.~~ In the event that the Fifty Dollars (\$50.00) fine is not promptly paid or the violation continues, then the Association shall also have the right to seek appropriate legal action to collect payment of the fine and/or to have the violation rectified against the said unit owner in order to obtain payment of the Fifty Dollars (\$50.00) fine ~~and in addition shall be entitled to a judgment for all fees and costs incurred in such action.~~

E. Trash. Trash shall be placed in receptacles. For sanitary reasons all trash ~~except newspapers~~ shall be in plastic bags (unless it is a recyclable item placed in a proper recycling container) and tied securely before being placed in trash receptacles. In no event shall trash be placed outside of the trash receptacles.

F. Hanging Clothes. No clothes or similar articles shall be hung outdoors for any purposes except within the unit owner's courtyard below the height of the fence.

G. Bicycles. Bicycles, toys or clutter shall not be left outside courtyards at any time. Bicycles or clutter so left in the common elements may be removed by the Association at the unit owner's expense shall be impounded. It is permissible to store bicycles in the unit owner's courtyard. ~~In the event such items are impounded by the Association, the unit owner will be assessed a fee of Five Dollars (\$5.00) for their release.~~

H. Repairs. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

I. Antennae. There shall be no radio, television or other outside antenna of any kind installed on the common elements without the required approval of the Board.

J. Exterior Displays. No signs of any kind may be displayed on any exterior portion of the dwelling, the courtyard or in the windows of the dwelling or in any of the common areas or visible from any vehicles. No reflective substance shall be placed on any windows. No decorative lights, images, displays or similar items of personal property shall be displayed except within the unit owner's courtyard below the height of the fence.

K. Shutters. Unit owners may install hurricane shutters, storm shutters or security shutters in a permanent installation provided said installation consists solely of bronze colored folding track mounted type shutters. All other hurricane or storm shutters must be of a temporary nature and may be installed only prior to a hurricane or storm and completely removable and removed when the hurricane or storm ceases. There shall be no temporary security shutters.

L. Vehicles. Trucks larger than a one-half (1/2) ton pickup or trucks used for commercial purposes, vans used for commercial purposes, motorcycles, boats, trailers, motor homes and other such vehicles shall not be allowed to park overnight on the condominium property. All motor vehicles must be maintained as to not create an eyesore in the community. Any motor vehicle that is unlicensed and/or undrivable and/or in violation of the Declaration or Rules & Regulations can be towed from Condominium property. If, after the Association provides reasonable notice, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Property, the Association shall have the option and right to have the vehicle towed away with the cost and fees, including attorneys' fees, if any, to be borne by the vehicle owner or the Owner of the Unit, if the vehicle owner is a visitor, guest or vendor of the Owner. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effect the tow.

M. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

N. Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated. No unit shall be leased during the first ~~twelve (12)~~ twenty-four months of ownership, measured from the date of recording of the most

recent deed or other instrument transferring any interest in title of such unit. No unit shall be leased more than once in any twelve (12) month period, measured from the commencement of the most recent lease of such unit. No lease shall be for a term less than twelve (12) consecutive months. No unit shall be leased on a month-to-month basis.

O. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

~~———— P. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a model unit or units, sales office, or the showing of the property and the display of signs.~~

ARTICLE XI

MAINTENANCE OF COMMUNITY INTERESTS

Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner ~~other than the Developer~~ shall be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each unit owner, by acquiring title thereto, covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association ~~except to the owner of another unit.~~

2. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease, license or any other form of occupancy arrangement or renewal of a lease without approval of the Association ~~except to the owner of another unit.~~

3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to approval of the Association.

5. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

B. Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

a. Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention at least twenty (20) days prior to the intended closing date, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. ~~The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.~~ The notice of the proposed sale shall include an executed copy of the proposed contract to sell, shall be accompanied also by an application for approval form completed and executed by the prospective purchaser acknowledging the receipt of the governing documents and agreeing to abide by the rules and regulations of the Association, and the application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by the Condominium Act, as amended from time to time.

b. Lease. A unit owner intending to make a bona fide lease, license or other form of occupancy agreement of a unit or any interest in it shall give to the Association notice of that intention at least twenty (20) days prior to the lease commencement date, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. In order for the Association to examine the proposed lessee's credentials and determine whether the proposed lease will be approved, the owner shall submit to the Association a properly executed application for approval form and a document executed by the proposed tenant acknowledging receipt of a copy of the Rules and Regulations of the Association and agreeing to abide by such rules and regulations, and the application fee which shall be determined by the Board and shall not exceed the maximum amount permitted by the Condominium Act, as amended from time to time. All leases shall be deemed to provide that the Association shall have the authority to terminate the lease and/or commence legal proceedings to cause the lessee(s) to be evicted upon default by the lessee(s) in observing any of the provisions of this Declaration, Rules & Regulations, or other governing documents of the Association. If legal action is required, in the reasonable discretion of the Association, then the Association shall be entitled to collect all reasonable costs, including reasonable attorney's fees, from the Owner.

c. Gift; Devise or Inheritance; Other Transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his

title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

d. Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

e. ~~Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50.00, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.~~

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within ~~30~~ twenty (20) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, then within ~~30~~ twenty (20) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which shall be delivered to the lessee.

c. Gift; Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within ~~thirty (30)~~ twenty (20) days after receipt of the notice and information the association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the association in recordable form. The certificate shall be delivered to the party making application therefor and shall, at said party's option, be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

3. Approval of Corporate Owner or Purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

C. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a unit, the matter shall be treated in the following manner:

1. ~~1. — Sale. — If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:~~

~~_____ a. — At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~_____ b. — The purchase price shall be paid in cash, or upon terms approved by the seller.~~

~~_____ c. — The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if it is by arbitration, whichever is the later.~~

~~_____ d. — A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.~~

~~_____ e. — If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.~~

1. Sales. By submission of a sales contract for approval, the Owner and prospective purchaser(s) and any other occupant(s) over the age of 18 agree that the Association is

authorized to conduct a criminal and financial background check as to all proposed purchasers/occupants (the current Owner is responsible for the costs of such background checks).

a. The Association, by and through its Board of Directors, may deny the sale for good cause if such background checks provide reasonable evidence that the purchaser(s) and any other occupant(s) may pose a risk to the community or that they are unlikely to be able to comply with the financial requirements of the Association. Factors to be considered include, but are not limited to: (a) Criminal history; (b) Credit rating; (c) Convicted sex offender status; and (d) Illegal drug use and/or drug-related offenses. Additionally, if the Owner fails to provide any documentation reasonably requested by the Board of Directors, the Association may deny the sale, impose reasonable monetary penalties as determined by the Board, or utilize any other remedies provided in the governing documents and/or Florida law, as amended from time to time.

b. Other reasons which shall constitute “good cause” for denial of a sale shall include, but not be limited to:

(1) There are any existing violations of the governing documents by the Owner which are not rectified by the time that approval of the sale is required as set forth herein, including but not limited to, delinquent in the payment of any amounts owed to the Association;

(2) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(3) The person seeking approval has evidenced an attitude of disregard for Association rules by his/her conduct in the Association as a prior or existing tenant, Unit Owner, or occupant, or during the application process;

(4) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(5) The transaction was concluded by the parties without having sought and obtained the prior approval required herein.

If the Association disapproves of a sale for “good cause” as provided above, the Association shall not be required to find a substitute purchaser and shall have no financial responsibility whatsoever for any costs or damages that may have been incurred by an Owner.

2. Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made. By submission of a lease for approval, the Owner and prospective tenant(s) and any other occupant(s) over the age of 18 agree that the Association is authorized to conduct a criminal and financial background check as to all proposed tenants/occupants (the current Owner is responsible for the costs of such background checks).

a. The Association, by and through its Board of Directors, may deny the lease or renewal of a lease for good cause if such background checks provide reasonable evidence that the tenant(s) and any other occupant(s) may pose a risk to the community or that they are unlikely to be able to comply with the financial requirements of the Association or the lease. Factors to be considered include, but are not limited to: (a) Criminal history; (b) Credit rating; (c) Convicted sex offender status; and (d) Illegal drug use and/or drug-related offenses. Additionally, if the Owner fails to provide any documentation reasonably requested by the Board of Directors, the Association may deny the lease, impose reasonable monetary penalties as determined by the Board, or utilize any other remedies provided in the governing documents and/or Florida law, as amended from time to time.

b. Other reasons which shall constitute “good cause” for denial of a lease or renewal of a lease shall include, but not be limited to:

(1) There are any existing violations of the governing documents by the Owner or Tenant which are not rectified by the time that approval of the lease is required as set forth herein, including but not limited to, delinquent in the payment of any amounts owed to the Association;

(2) The Owner has a history of leasing the Unit without obtaining approval of the Association, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Unit;

(3) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(4) The person seeking approval has evidenced an attitude of disregard for Association rules by his/her conduct in the Association as a prior or existing tenant, Unit Owner, or occupant, or during the application process;

(5) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(6) The transaction was concluded by the parties without having sought and obtained the prior approval required herein.

If the Association disapproves of a lease for "good cause" as provided above, the Association shall not be required to find a substitute tenant and shall have no financial responsibility whatsoever for any costs or damages that may have been incurred by an Owner or prospective tenant.

3. Gifts; Devise or Inheritance; Other Transfers. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within ~~thirty (30)~~ twenty (20) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail a written approval or disapproval. ~~to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:~~

~~a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~b. The purchase price shall be paid in cash or upon terms approved by the seller.~~

~~c. The sale shall be closed within ten (10) days following the determination of the sale price.~~

~~d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.~~

~~e. If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.~~

D. Mortgage. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to:

1. a transfer to or purchase by a bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings.

2. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires title.

3. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

4. ~~a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage, sale or other transfer by Developer.~~

F. Unauthorized Transactions. Any sale, mortgage, lease or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

~~G. Rental by Developer. Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XI shall not be applicable to the Developer, JUPITER LAKES VILLAS, INC., of the condominium property, and the Developer is irrevocably authorized, permitted and empowered to sell, lease or rent condominium units to any purchaser or lessee approved by Developer upon such terms and conditions as said parties determine are acceptable to them, and specifically the Developer may sell, lease or rent condominium units without procuring the consent of the Association, its officers, directors or members, or unit owners. The Developer shall have the right to transact any business on the condominium property necessary to consummate sales of condominium units, including, not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium units, maintain employees in the offices, use common elements on the condominium property, and show units for sale. The sales office, the furniture and furnishings in the model units, if any, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold~~

~~condominium units, Developer's right as the owner of said unsold units shall be the same as all other unit owners in said condominium property, excepting that Developer will not be subject to the provisions of Paragraphs A, B, C and D hereof, and Developer, as the owner of condominium parcels, shall have one (1) vote in the Association for each unsold condominium parcel. All of the foregoing being subject to the requirements of Chapter 718, Florida Statutes, as set forth in the ByLaws of the Association attached hereto as Exhibit "C."~~

ARTICLE XII

COMPLIANCE AND DEFAULT

Compliance and Default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act, as amended from time to time (such as fines or suspension of privileges):

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement to the common elements, limited common elements, or another unit made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, vendors, contractors or lessees, ~~but only to the extent that the expense is not met by the proceeds of insurance carried by the Association.~~

B. Costs and Attorneys' Fees. In any proceedings arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court. In the event that any attorney's fees and/or costs are awarded to the Association, they shall be deemed an assessment against the Owner and the Owner's Unit and collectible as such in accordance with this Declaration and Florida law.

C. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII

AMENDMENTS

Amendments. Except as elsewhere provided, and except for the amendments contemplated by Chapter 718.104 (4) (e), Florida Statutes, for the attachment of certificates of licensed Florida surveyors evidencing substantial completion of improvements, this Declaration of Condominium may be amended in the following manner:

~~A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.~~

~~BA. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by a majority of the members of the Association at a meeting called for this purpose. The proposed amendment shall be adopted upon receiving the affirmative approval of a majority of the votes that are cast by the Members, either by written consent or by a vote at a meeting, as long as at least thirty percent (30%) of the total members cast a vote. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be by a majority of those votes cast at a meeting of the members at which a quorum is present.~~

~~CB. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; no amendment may impair or prejudice the rights, priorities or interests of any mortgagee without the express written consent of such mortgagee; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the Articles entitled "Insurance" and "Reconstruction and/or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.~~

~~DC. Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal one hundred percent (100%), the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.~~

ARTICLE XIV

TERMINATION

Termination. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act, as amended from time to time:

A. **Destruction.** If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

B. **Agreement.** The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

C. **Approval and Options to Purchase.** If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than seventy-five percent (75%) of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the sixtieth (60th) day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. **Exercise of Option.** The option shall be exercised in the following manner:

a. A party desiring to exercise the option shall execute and deliver to the Association two (2) counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one (1) offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and termination of the condominium.

b. The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

c. The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers

and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail, return receipt requested, to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

2. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.

5. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

6. Failure to Purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

D. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

E. Shares of Owners after Termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

F. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the unit.

ARTICLE XV
SEVERABILITY AND CONCLUSION

Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

EXHIBIT "A"

This is not a legal description

LEGAL DESCRIPTION

A parcel of land lying in the Northeast Quarter of Section 12, Township 41 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

From the northwest corner of the Northeast quarter of said Section 12, run S 01°46'51" W along the West line of said Northeast Quarter; said line also being the center line of Perry Avenue, a distance of 1120.00 feet; thence S 88°13'09" E, a distance of 60.00 feet to a point on the East right-of-way line of Perry Avenue; said point also being the point of curvature of a curve concave to the Southwest and having a radius of 697.63 feet; thence Southeasterly along the arc of said curve, through a central angle of 30°10'30", a distance of 367.41 feet; thence N 1°46'51" E, nonradially, a distance of 42.08 feet to the POINT OF BEGINNING of the herein described parcel. Thence continue N 1°46'51" E, a distance of 531.59 feet; thence N 87°41'45" E, a distance of 545.09 feet; thence due south a distance of 293.65 feet; thence S 43°48'00" E, a distance of 120.0 feet to a point on a curve concave to the northwest and having a radius of 190.0 feet and whose center bears N 43°48'00" W, thence southwesterly along the arc of said curve through a central angle of 30°57'32" an arc distance of 102.66 feet to a point of reverse curvature of a curve concave to the southeast having a radius of 590.00 feet; thence southwesterly along the arc of said curve through a central angle of 31°02'07" an arc distance of 319.58 feet to the point of tangency of said curve; thence S 46°07'25" W a distance of 118.27 feet to the point of curvature of a curve concave to the northeast having a radius of 16.04 feet; thence southeasterly along the arc of said curve through a central angle of 38°34'18" a distance of 10.80 feet to the point of reverse curvature of a curve concave to the northwest having a radius of 16.04 feet; thence along the arc of said curve through a central angle of 38°34'18" a distance of 10.80 feet to the point of tangency of said curve; thence S 46°07'25" W a distance of 53.21 feet to a point on a curve concave to the southwest having a radius of 697.63 feet and whose center bears S 47°31'12" W; thence northwesterly along the arc of said curve and along the northerly right-of-way line of Palm Beach/Martin County Medical Center Drive, through a central angle of 1°23'47" a distance of 17.00 feet; thence N 46°07'25" E a distance of 120.0 feet; thence N 43°52'35" W, a distance of 153.39 feet; thence S 68°57'08" W, a distance of 120.56 feet to the POINT OF BEGINNING.

Containing 6.668 acres.

OFF REC 3095 PG 0442

